

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"



February 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE A CONCESSION AGREEMENT WITH
R & S DISC GOLF MANAGEMENT FOR DISC GOLF OPERATIONS
AT VETERANS MEMORIAL COUNTY PARK
(Fifth District - 3 Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of the subject concession agreement is categorically exempt from the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chair to sign the attached concession agreement between the County and Gilbert Rico and Gary Sandoval, collectively doing business as R & S Disc Golf Management, for disc golf operations at Veterans Memorial County Park in the Sylmar area of the City of Los Angeles effective upon the first day of the month next succeeding approval by your Board.
3. Instruct the Auditor-Controller to establish an interest-bearing trust fund for the Veterans Memorial Park disc golf course concession and authorize the Department to deposit of 25 percent of the total monthly rent paid by the concessionaire into the trust fund pursuant to the terms of the attached concession agreement to fund improvements to the Veterans Memorial Park disc golf course and concession premises.

PURPOSE / JUSTIFICATION OF THE RECOMMENDED ACTION

The recommended action would approve a five-year concession agreement, effective upon the first day of the month next succeeding approval by your Board, with R & S Disc Golf Management. The attached agreement provides for the operation and maintenance of a disc golf concession that would be a new operation located at the existing 18-hole disc golf course within Veterans Memorial County Park in the Sylmar

area of the City of Los Angeles. Approval of the concession agreement would establish the only disc golf concession in the County park system.

Veterans Memorial Park is a 96-acre community regional park that contains large, passive recreation areas, a Cultural Arts Center, a community center, group picnic areas, and several children's play areas. The sole active recreation site is a challenging 18-hole disc golf course that meanders through the park's natural and rustic area with irregular terrain with many mature trees.

Pursuant to the recommended concession agreement, park patrons will be charged for using the existing disc course. The expected benefit will be from a broad range of additional disc golf services with the addition of an on-site pro shop with disc golf merchandise and equipment, an opportunity to receive lessons in the sport, and an on-going schedule of competitive tournaments. All of the services of the concessionaire are intended to enhance the visitor's experience by offering activities that can be enjoyed by entire families.

The agreement includes a Department option to extend the agreement for an additional three-year period. In order to qualify for a three-year term extension, the concessionaire must provide, at its sole expense, and prior to the end of the second year of the contract term, certain capital improvements including: the replacement of existing disc golf course improvements with 18 new target baskets; all new tee areas, new tee signs; and the new installation of a modular pro shop building with an adjacent picnic table area.

Implementation of Strategic Plan Goals

The proposed concession agreement will further the Board-approved County Strategic Plan Goal 1, Service Excellence, by providing a broader and enhanced range of recreational activities to the public; Goal 4, Fiscal Responsibility by increasing revenues with its expanded range of services; and Goal 5, Children and Families' Well-Being by improving the park facilities and creating a healthy environment for recreation activities.

FISCAL IMPACT / FINANCING

Pursuant to the terms of the concession agreement, the concessionaire shall pay the County a monthly amount equal to the sum of percentages of monthly gross receipts, or the specified minimum monthly rent amounts, whichever is greater.

The annualized amounts of the minimum monthly rent are \$2,100 during year one; \$3,600 during years two and three; and \$4,200 during years four and thereafter including any term extension.

During the first year, the sum of percentages of monthly gross receipts are five percent of monthly gross receipts from all authorized activities including user fees, lessons,

merchandise, prepackaged food, and beverage sales; plus one dollar for each entrant into disc golf tournaments. During the second year, the percentages will be five percent of monthly gross receipts from authorized activities up to \$5,000, 10 percent of gross receipts between \$5,001 and \$9,000, and 15 percent of monthly gross receipts in excess of \$9,000 plus two dollars for each entrant into disc golf tournaments. During the third and fourth years, the percentages will be ten percent of monthly gross receipts up to \$9,000, and 15 percent of monthly gross receipts in excess thereof; plus two dollars for each entrant into disc golf tournaments. During the fifth year and any extensions of the term, 10 percent of monthly gross receipts up to \$5,000, and 15 percent of monthly gross receipts in excess thereof; plus two dollars for each entrant into disc golf tournaments.

The concession agreement contains provisions for the establishment of a capital improvement trust fund. The Department will deposit to the trust fund 25 percent of the total monthly rent paid by the concessionaire for future capital construction projects at the Veterans Park disc golf course and concession premises. The County shall act as the sole trustee of the fund and all construction projects will be subject to the approval of the Director.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County of Los Angeles is authorized by Government Code Section 25907 to lease recreation lands for concessions and services that are consistent with public park and recreation purposes. A concession agreement for the provision of disc golf services at Veterans Memorial Park is consistent with those purposes.

The County reserves the right to terminate this concession agreement, in whole or in part, upon transfer of title of the facility to another public agency unless that agency accepts assignment of this concession agreement. In addition, the County may terminate all or portions of this concession agreement due to park closure, Improper Consideration, non adherence to County Lobbyist Ordinance, and concessionaire's failure to comply with the County's Child Support Program. The concession agreement also addresses the County's GAIN/GROW Program, Federal Earned Income Credit, and the County's Safely Surrendered Baby Law, and Quality Assurance Program.

Under the agreement, the Director of the Department of Parks and Recreation has the authority to establish and modify disc golf course fees charged by the concessionaire including daily use, monthly passes, and tournament entry registration fees. Similarly, all of the concessionaire's prices will be subject to the review of the Director.

County Counsel has approved the concession agreement as to form. The recommended concessionaire, R & S Disc Golf Management has executed the attached agreement and will provide the required insurance policy naming the County of Los Angeles as an additional insured.

ENVIROMENTAL DOCUMENTATION

The approval of the recommended concession agreement for disc golf operations at Veterans Memorial Park is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301, 15302(c), 15303(c)(e) and 15323 of the State CEQA Guidelines and Class 1(c)(r), Class 2(e), and Class 3 (b)(k)(l) and Class 23 of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987 because this project is consistent with the normal operation and licensing of the existing recreation facilities, replacement of existing facilities, new construction of small structures, and the normal operations of existing facilities for which they were designed.

CONTRACTING PROCESS

On October 8, 2003, the Department commenced a solicitation to select a disc golf operations concessionaire for Veterans Memorial Park. The Department sent twelve (12) invitation notices and letters to potential proposers, including entities that had previously contacted the Department to express interest in conducting such services on County facilities. Notice of the solicitation was also posted on the County's "Doing Business with Us" web site and the Department's web site. The invitations included bilingual instructions on how to contact the Department regarding the solicitation. Request for Proposal (RFP) packages were available to proposers on October 8, 2003. A proposers' conference at Veterans Memorial Park was held on October 23, 2003, and two (2) potential proposers were in attendance. Two (2) proposals were received on November 19, 2003, and both met the minimum requirements as specified in the RFP package.

A three-member evaluation panel, comprised of Department staff, conducted the proposal evaluations. The panelists evaluated each proposal based upon the criteria identified in the RFP, which included the proposer's financial stability and experience in disc golf operations and course design, proposed rent to the County, the value of proposed improvements, the length of the contract, and proposed range and scope of recreational services. The evaluation panel interviewed both proposers and completed their evaluations on February 23, 2004. Based on these evaluations, the proposal submitted by R & S Disc Golf Management received the highest ranking. The proposed concessionaire was selected without regard to race, creed, color, religion, ancestry, national origin, physical or mental disability, political affiliation, marital status, sex, or age.

IMPACT ON CURRENT SERVICES (OR PROJECTS)


The recommended services will serve to continue the public's use of the disc golf course, replace existing improvements and install new improvements, and expand the services available at the recreation facility.

CONCLUSION

Please instruct the Executive Office-Clerk of the Board to mail a certified copy of your Board's action in this matter, and a fully executed original version of the concession agreement to Mr. Gary Sandoval, 13335 Astoria Street Sylmar, California 91342.

In addition, please instruct the Clerk to forward one conformed copy of this letter, including the concession agreement, to the office of the County Counsel, the Assessor, and the Auditor Controller, and a conformed copy of this letter, including a duplicate version of the fully executed concession agreement to the Department of Parks and Recreation for distribution.

Respectfully submitted,


Russ Guiney
Director

Attachments

c: Executive Office (22)

RG:SD
01/25/05

**CONCESSION AGREEMENT FOR A
DISC GOLF CONCESSION
AT VETERANS' MEMORIAL COUNTY PARK

BY AND BETWEEN THE

COUNTY OF LOS ANGELES

AND

GILBERT RICO and GARY SANDOVAL
dba R & S Disc Golf Management**



**CONCESSION AGREEMENT FOR A DISC GOLF CONCESSION
AT VETERANS' MEMORIAL COUNTY PARK**

TABLE OF CONTENTS

SECTION	PAGE
RECITALS	1
1. CONCESSION AND LICENSE GRANTED	2
2. CONCESSION PREMISES	3
3. TERM	4
4. CONSIDERATION	5
5. ACCOUNTING RECORDS	8
6. REQUIRED IMPROVEMENTS	10
7. CAPITAL IMPROVEMENT PROGRAM	11
8. OPERATING RESPONSIBILITIES	13
8.01 Compliance with Laws, Rules and Regulations	13
8.02 Disorderly Persons	13
8.03 Illegal Activities	13
8.04 Signs	13
8.05 Advertising and Promotional Materials	13
8.06 Credit for the County	14
8.07 Non-Interference	14
8.08 Concessionaire's Staff and Employment Practices	14
8.09 Disc Golf Course Use Fees	15
8.10 Prices	16
8.11 Consideration of Hiring GAIN/GROW Participants	17
8.12 Notice Regarding Federal Earned Income Credit	17
8.13 Quality of Goods, Services and Merchandise	17
8.14 Quality of Food and Beverages	17
8.15 Utilities	18
8.16 Sanitation	19
8.17 Use of Recycled Content Paper Products	19
8.18 Safety	20
8.19 Days and hours of Operation	20
8.20 Security Devices	20
8.21 Trade Fixtures	20
8.22 Maintenance	21
8.23 Programmed Events	22
8.24 Habitation	22
8.25 Director's Use of Disc Golf Course	22
8.26 Advanced Payments	23
8.27 Schedule of Events	23
9. FORCE MAJEURE / TIME EXTENSIONS	23
10. DESTRUCTION OF CONCESSION PREMISES AND/OR VETERANS PARK	23
11. CONSTRUCTION BY COUNTY AFFECTING THE CONCESSION PREMISES	26
12. SECURITY DEPOSIT	27

SECTION	PAGE
13. INDEPENDENT CONTRACTOR	28
14. INDEMNIFICATION	28
15. INSURANCE	28
16. TAXES AND ASSESSMENTS	32
17. TRANSFERS	32
18. SUBLICENSES	34
19. NONDISCRIMINATION	35
20. EASEMENTS	36
21. TERMINATION FOR DEFAULT	36
22. EVENTS OF DEFAULT	38
23. TERMINATION FOR INSOLVENCY	39
24. TERMINATION FOR NON-COMPLIANCE WITH THE COUNTY LOBBYIST ORDINANCE	40
25. TERMINATION FOR IMPROPER CONSIDERATION	40
26. TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE	41
27. CONCESSIONAIRE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	41
28. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	42
29. CONCESSIONAIRE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	42
30. SAFELY SURRENDERED BABY LAW	42
31. CONFLICT OF INTEREST	43
32. CONCESSIONAIRE'S NONCOMPLIANCE AND LIQUIDATED DAMAGES	43
33. PUBLIC RECORDS ACT	44
34. WAIVER	44
35. RIGHT OF ENTRY	45
36. SURRENDER	46
37. ARBITRATION	46
38. DEFINITIONS	47
39. AGREEMENT ENFORCEMENT	51
40. CHANGES AND AMENDMENTS TO THE AGREEMENT	51
41. CONCESSIONAIRE RESPONSIBILITY AND DEBARMENT	51
42. COUNTY'S QUALITY ASSURANCE PLAN	53
43. NOTICES	53
44. SEVERABILITY	53
45. GOVERNING LAW, JURISDICTION, AND VENUE	54
46. AUTHORIZATION WARRANTY	54
47. ENTIRE AGREEMENT	54
SIGNATURE PAGE	55

EXHIBIT A - SITE PLAN of CONCESSION PREMISES

EXHIBIT B - REQUIRED IMPROVEMENTS SPECIFICATIONS

EXHIBIT C - SAFELY SURRENDERED BABY LAW

**A CONCESSION AGREEMENT FOR
DISC GOLF OPERATIONS AT VETERANS MEMORIAL COUNTY PARK**

This Concession Agreement, made and entered into this ____ day of _____, 200____,

by and between the

COUNTY OF LOS ANGELES,
a body corporate and politic,
hereinafter referred to as "County",

and

GILBERT RICO, an individual, and
GARY SANDOVAL, an individual,
dba R & S Disc Golf Management
hereinafter referred to as the
"Concessionaire",

W I T N E S S E T H:

WHEREAS, County owns and operates Veterans Memorial County Park in the Sylmar area within the City of Los Angeles; and

WHEREAS, the County's Board of Supervisors is authorized by the provision of Government Code Section 25907 to contract for concessions and services that are consistent with public park and recreation services; and

WHEREAS, a concession agreement for the provision of disc golf services, the installation of a disc golf operations building, and the refurbishment of certain improvements upon land within said Park are consistent with said purposes; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession agreement in accordance with the terms and conditions prescribed therefore;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. CONCESSION AND LICENSE GRANTED

1.01 Concessionaire is hereby authorized and required to provide the following services from the concession premises: sell disc golf related merchandise; sell pre-packaged food products; collect the County's approved fees for the use of the disc golf course; and, provided there is no conflict with subsection 1.02 hereinafter, sell non-alcoholic beverages.

1.01.01 Concessionaire is hereby authorized, and granted a license to use the County's disc golf course in order to provide disc golf instruction; conduct disc golf tournaments and conduct of other disc golf events and activities.

1.02 Concessionaire acknowledges and agrees that as of the commencement of the Term of this Agreement;

a) by separate license agreement with a third party provider (hereinafter the "provider"), the County has approved the placement of vending machines, and authorized the sale of beverages from said vending machines at Veterans Memorial County Park, and

b) the aforementioned license agreement contains a provision granting the provider a right-of-first-refusal to provide additional beverage vending machines at Veterans Memorial County Park, and that a waiver of the provider's right-of-first-refusal is required in order to permit the Concessionaire to sell non-alcoholic beverages from vending machines at the concession premises, and

c) subsequent to the commencement of Term of this Agreement hereof, the Director of the Department of Parks and Recreation (hereinafter referred to as the "Director") shall request the provider's waiver on behalf of the Concessionaire, and immediately thereafter advise the Concessionaire of the outcome of said request.

1.03 The disc golf services provided by the Concessionaire shall be exclusive within Veterans Memorial County Park. Nonetheless, the County reserves the right to license and grant permits to individuals and other user groups, or other commercial entities, for food and beverage privileges within Veterans Memorial County Park.

1.04 Concessionaire understands and agrees that this Agreement is by license and not lease; confers only permission to occupy and use the concession

premises for concession purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Concessionaire any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy hereunder shall not confer any interest or estate in the premises by virtue of said use, occupancy and/or expenditure of capital thereon; as it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the premises for the concession granted herein.

2. CONCESSION PREMISES

2.01 The concession granted shall be conducted from the modular building (hereinafter referred to as the "Concession Premises") as provided by the Concessionaire pursuant to its obligation to install said building described in Section 6. (Required Improvements), and the attached Exhibit B, which by this reference is incorporated herein. The concession premises shall occupy space within the parking lot that lies along the northern perimeter of, and is adjacent to the disc golf course as described in the attached Exhibit A, which by this reference is incorporated herein. Concessionaire shall be solely responsible for the maintenance of the concession premises as further specified in sub-section 8.21.01 (Maintenance) hereinafter. In addition, the Concessionaire's license to use the County's disc golf course is restricted to conducting the authorized activities in 1.01.01, and maintaining the equipment specified in sub-section 8.21.01 hereof.

2.02 The concession premises, and the disc golf course shall be used only and exclusively for purposes authorized herein, and such other purposes as are directly related thereto provided express approval therefor is granted by the Director and for no other purposes whatsoever.

2.03 Concessionaire acknowledges personal inspection of the concession premises, the disc golf course, and the surrounding Park area and evaluation of the extent to which the physical condition thereof will affect its operations. Concessionaire accepts the concession premises, and the disc golf course in their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.

2.04 Concessionaire, at its sole expense, may make or construct or cause to be made or constructed additions, alterations, repairs or changes in the concession premises and the disc golf course provided that: (a) written approval thereof is first obtained from the Director; (b) applicable permits are obtained therefor; and (c) there is compliance with such terms and conditions relating thereto as may be imposed thereon by the Director.

2.05 Concessionaire hereby acknowledges the title of County, and/or any other public agencies having jurisdiction thereover, in and to the concession premises, the disc golf course, and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

2.06 Ownership of all structures, buildings or improvements provided by Concessionaire upon the concession premises and all alterations, additions or betterments thereto, shall remain in the Concessionaire throughout the term of this Agreement. Upon termination thereof, whether by expiration of the term, cancellation, or otherwise, such structures, buildings and/or improvements shall be surrendered with the concession premises, unless demand for the removal thereof shall be given by the Director at least ninety (90) days prior to the date of termination. In the event that Concessionaire fails to remove said structures, buildings and improvements, same may be sold, removed or demolished, and Concessionaire shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

2.07 Concessionaire acknowledges and agrees that upon completion of any and all alterations, additions or betterments to the disc golf course by the Concessionaire, ownership thereof shall immediately vest in the County.

3. TERM

3.01 The term of this Agreement shall be for a period of five (5) years commencing on the first day of the calendar month next succeeding approval thereof by County's Board of Supervisors.

3.02 Upon completion of all of the terms and conditions set forth hereinafter within Section 6. (Required Improvements) hereof, as verified by the Director, and

provided that the Concessionaire is in full compliance with all other terms and conditions of this Agreement, the Concessionaire shall be entitled to an extension of the Term of this Agreement for a period of three (3) years consecutive to the original Term.

3.02.01 The Concessionaire may exercise its right to the extended Term by delivering to the Director written notice thereof, pursuant to Section 42. (Notices) requesting said extension, at a date not later than the end of the third year of the Term of this Agreement.

3.03 In the event Concessionaire holds over beyond the term herein provided with the consent, express or implied, of the County, such holding shall be from month to month only, subject to the conditions of this Agreement; shall not be an extension or renewal thereof; and shall be at the monthly compensation provided herein.

4. CONSIDERATION

4.01 Concessionaire shall pay County for the use granted herein a monthly amount that shall be equal to the greater of the sum of percentages of monthly gross receipts hereinafter provided, or the monthly minimum amounts as follows:

4.01.01 One Hundred Seventy Five dollars (\$175.00) per month during the first two years of the Term of this Agreement;

4.01.02 Three Hundred dollars (\$300.00) per month during years three and four of the Term of this Agreement;

4.01.03 Three Hundred dollars (\$350.00) per month beginning with the first day of the month succeeding the end of the fourth year and thereafter throughout the Term of this Agreement and any extension thereof.

4.02 The sum of percentages to be used in the determination of monthly rental payments is as follows:

4.02.01 During the first year of the term of this Agreement;

Five percent (5%) of all monthly gross receipts from all authorized activities; and One dollar for each entrant into all disc golf tournaments conducted by Concessionaire.

4.02.02 During the second year of the Term of this Agreement;

Five percent (5%) of all monthly gross receipts from all authorized activities up to \$5,000.00, and Ten percent (10%) of all monthly gross receipts between \$5,001.00 and \$9,000.00; and Fifteen percent (15%) on all monthly gross receipts in excess thereof; and Two dollars (\$2.00) for each entrant into all disc golf tournaments conducted by Concessionaire.

4.02.03 During the third and fourth years of the Term of this Agreement;

Ten percent (10%) of all monthly gross receipts from all authorized activities up to \$9,000.00, and Fifteen percent (15%) on all monthly gross receipts in excess thereof; and Two dollars (\$2.00) for each entrant into all disc golf tournaments conducted by Concessionaire.

4.02.04 During the fifth year and any extensions of the Term of this Agreement;

Ten percent (10%) of all monthly gross receipts from all authorized activities up to \$5,000.00, and Fifteen percent (15%) on all monthly gross receipts in excess thereof; and Two dollars (\$2.00) for each entrant into all disc golf tournaments conducted by Concessionaire.

4.03 Upon approval of this Agreement, the County's Auditor-Controller shall establish an interest-bearing Trust Fund for Veterans Memorial County Park Disc Golf Course. The Trust Fund shall name, and be administered by, the County as the sole trustee. In order to provide for continued funding for capital improvement projects at the concession premises and the disc golf course, the County shall deposit twenty-five percent (25%) of the total monthly rent payment into an interest-bearing trust account. The distribution of monies deposited and any interest earned thereon shall be: (a) used exclusively at Veterans Memorial Park Disc Golf Course, and (b) disbursed at the discretion of the Director pursuant to Section 7. (Capital Improvement Program) hereinafter. At the expiration of the term, or and earlier termination of this Agreement, all unexpended monies shall be retained by the County for capital improvements at the concession premises and the disc golf course.

4.04 The minimum monthly amount(s) and/or percentage(s) provided for herein shall be subject to readjustment upon demand thereof by either party within the ninety (90) day period of time prior to the second anniversary date of this Agreement. Thereafter, rentals shall be subject to readjustment negotiation upon demand thereof by either party within the ninety (90) day period of time prior to the end of every two (2) year period following said anniversary date. Said percentage(s) and/or minimum monthly amount(s) shall be subject to readjustment to take effect on the first day after the end of each biennial period succeeding said anniversary date, as the case may be; and in the absence thereof, by submission of the controversy thereon to arbitration under the Commercial Arbitration Rules of the American Arbitration Association, except as hereinafter modified: the locale for the arbitration shall be within the City of Los Angeles; the sole issue for determination by the arbitration shall be the fair rental value for the use granted herein in accordance with the terms and conditions therefor as specified herein; and the expenses subject to assessment by the arbitrator shall be borne equally by the parties. In the event the final determination of the minimum monthly amount(s) and/or percentage(s) subject to readjustment is delayed beyond the date for commencement thereof, Concessionaire shall continue to make monthly payments based upon the minimum monthly amount(s) and percentage(s) of the preceding year of the term of this Agreement; the final determination thereof shall be retroactive to the anniversary date therefor; and proper adjustment shall be made for payments made during said interim based upon the preceding amounts therefor with any overpayment being credited against future rental reserved and any delinquency being paid on or before the twenty-fifth (25th) day of the month next succeeding the date of final determination. The Director shall prepare and execute the agreement for readjustment on behalf of the County, and the Concessionaire shall execute the agreement for readjustment and said document shall thereafter be incorporated into this Agreement.

4.05 When the Director and Concessionaire find that with regard to a particular activity not otherwise provided for herein, the Director may authorize said activity and establish a percentage of gross receipts and/or a minimum amount as payment for the privilege of engaging therein. Said percentage and/or minimum

amount shall be set by mutual consent of the Director and Concessionaire and shall be reasonable in accordance with the revenue to generated therefrom.

4.06 Payment shall be made to the Department on or before the fifteenth (15th) day of the calendar month following each month of the term of this Agreement. Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. Each monthly minimum rent payment, or percentage rent payment shall be accompanied by a Concessionaire Monthly Statement form, a sample of which will be provided to Concessionaire by the County, which reports the monthly gross receipts per category and the amounts payable therefrom to the County. The monthly reporting period shall be by calendar month rather than the anniversary date of the approval date of this Agreement.

4.07 A late payment charge of two percent (2%) per month shall be added to any late payment received by the Treasurer-Tax Collector. However, the late payment charge herein provided may be waived, whenever the Director finds late payment excusable by reason of extenuating circumstances. At no time during the term of this Agreement shall the County be obligated to notify Concessionaire of the accumulation of late payment charges.

5. ACCOUNTING RECORDS

5.01 Concessionaire shall be required to maintain a method of accounting that shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflects the gross receipts and disbursements of Concessionaire in connection with the concession. The method of accounting, including bank accounts, established for the concession shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the keeping of the following documents: regular books of accounting such as general ledgers; journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.; State and Federal income tax returns and sales tax returns and checks and other documents providing

payment of sums shown which shall be kept in confidence by County; daily sales reports, event logs and picnic agreements; and any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.

5.02 All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement and for twelve (12) months thereafter. In addition, the County may from time to time conduct an audit and reaudit of the books and business conducted by Concessionaire and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act.

5.03 Concessionaire shall submit to the Director an annual profit and loss statement and a balance sheet prepared in a form acceptable to County. The annual profit and loss statement shall be submitted within sixty (60) days of the close of an Agreement year. Said closing date shall be determined by reference to the date for commencement of the term herein provided.

5.04 In the event that an audit or review conducted by the Auditor-Controller and/or Director finds that due to Concessionaire's non-compliance with its obligation to report gross receipts received in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to County can be determined, Director may, at his option, (a) bill Concessionaire for said losses, said amount to be paid to County within thirty (30) days following billing therefor unless otherwise specified by Director, and/or (b) use the Security Deposit as provided for hereinafter; and/or (c) assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extend of actual damages resulting from the failure of the Concessionaire to correctly report gross receipts, and a projected loss of revenue due to the County. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500.00) per day for each day of the loss period as determined by County, and that Concessionaire shall be liable to County for liquidated damaged in said amount.

5.04.01 Should the Director find that the additional rental payment due to County exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, Concessionaire shall also pay the cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent payments.

5.05 Concessionaire shall cause all of its sublicensees to comply with these requirements except that a sublicensees shall only be required to establish and maintain those accounting records that the Auditor-Controller deems necessary to examine the reported gross receipts in accordance with generally accepted auditing standards.

6. REQUIRED IMPROVEMENTS

6.01 Concessionaire shall, at no cost to the County, provide for refurbishments to the existing disc golf course including new disc golf targets, disc golf tees and tee pads, and disc golf tee signs, new and replacement picnic tables, and a modular building to function as a concession pro shop (hereinafter referred to as the: "Required Improvements") as more particularly described and set forth in Exhibit B. Concessionaire shall provide all services that are customarily rendered in the performance thereof including, but not limited to; financing, labor, construction management, design, architectural, landscape architectural, and civil engineering services, acquisition of required permits, and provision of materials and equipment. Prior to commencing any construction upon the concession premises or the disc golf course, Concessionaire shall, if required by the Director, provide a performance and payment bonds as defined in subsection 38.03 hereinafter.

6.02 Concessionaire shall obtain from the County written approval of all plans and specifications for any refurbishments and/or construction, including but not limited to: installation of new, and/or the access to existing utility lines and points of connection; landscape planting; replanting or removal of plant materials; installation of irrigation equipment; site improvements such as disc golf tee pads; disc golf target baskets; paths, benches, signs, lighting, demolition, relocation or replication of existing

improvements; the installation of temporary structures such as a pro shop trailer; and the construction of any new structures within Veterans Memorial County Park.

6.03 Concessionaire shall complete its Required Improvement obligation before the end of the second year of the Term of this Agreement.

7. CAPITAL IMPROVEMENT PROGRAM

7.01 Director and Concessionaire may agree, from time to time, that various mutually agreed upon capital improvement(s), may be completed as necessary to improve and/or ensure the usability of the disc golf course. Implementation of an approved Capital Improvement Program (CIP) project is subject to the requirements set forth hereinafter.

7.02 Concessionaire shall prepare and submit for the review and approval by the Director, a proposed scope of work for each proposed project. Said scope of work shall describe each proposed project, the estimated improvement costs, a simple site plan, and the intended time frame for commencement and completion of each proposed project. Director shall notify Concessionaire of the approval, disapproval, or modification of the proposed project's scope of work within ninety (90) days following receipt of same.

7.03 Prior to commencement of construction, Concessionaire shall obtain the Director's written approval of all plans, specifications and construction cost estimates, using a minimum of three bids or proposals, for the improvements to be constructed upon the disc golf course. Concessionaire shall make no modification of said plans, specifications, or improvements without approval thereof by the Director. Concessionaire agrees that County may have on the site at any time during the construction an inspector who shall have the right of access to the premises and the construction work.

7.04 Upon final approval by Director of the plans, specifications and construction cost estimates for CIP project(s), the Director will authorize the issuance of a warrant to Concessionaire in the amount of ninety percent (90%) of the construction cost estimate. Upon completion of the capital improvement(s) and acceptance thereof by the Director, said officer shall authorize the issuance of a warrant to the

Concessionaire in the amount of the remaining balance of the actual construction cost as verified by the Director.

7.05 The parties agree that any delay in the construction due to fire, earthquake, war, labor dispute or other events beyond the control of Concessionaire shall extend the time in which said construction must be completed by the length of time of such delay.

7.06 Prior to commencing any construction upon the concession premises or the disc golf course, Concessionaire shall, if required by County, provide a performance and payment bonds as defined in subsection 38.03 hereinafter.

7.07 Concessionaire shall construct, perform, complete and maintain all construction and installations covered by this Agreement in a good and workmanlike manner and with high quality materials, and shall furnish all tools, equipment, labor and material necessary to perform and to complete same. Upon completion of the improvements and if required by the Director, Concessionaire shall furnish the Director with one (1) complete set of as-built construction drawings on mylar or its equivalent acceptable to the Director. Upon termination of this Agreement whether by expiration of term or cancellation, Concessionaire shall assign to County all express warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement. Upon review by and consultation with County's Risk Manager, Concessionaire shall provide such insurance coverage as Director may reasonably deem necessary for the contemplated CIP project.

7.07 It is understood that the construction and/or improvements required herein may, at the discretion of Concessionaire be constructed in phases, each phase being separated from the other by a period of time to be mutually agreed upon by Concessionaire and the Director. In the event the required construction be phased as herein provided, and subject to the provisions of paragraph 7.05, diligent prosecution thereof shall require commencement of each phase on or before the date selected for commencement thereof and shall require completion of construction as provided for herein.

8. OPERATING RESPONSIBILITIES

8.01 Compliance with Laws, Rules and Regulations

Concessionaire shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the concession, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Concessionaire shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors, the Director of the Department of Parks and Recreation, and any other County agencies insofar as the same or any of them are applicable.

Disorderly Persons

Concessionaire agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons on the concession premises and/or the disc golf course.

8.03 Illegal Activities

Concessionaire shall not knowingly permit any illegal activities to be conducted upon the concession premises and/or the disc golf course.

8.04 Signs

Concessionaire shall not post signs upon any County property or improvements thereon unless prior approval thereof is obtained from the Director.

8.05 Advertising and Publicity Materials

8.05.01 Concessionaire shall not, nor shall it authorize another to promulgate or cause to be distributed any advertising, or publicity materials unless prior approval thereof is obtained from Director. Said approval shall not be unreasonably withheld or delayed. Such materials include, but are not limited to: advertising in newspapers, magazines and trade journals, the Internet, and radio and/or television commercials.

8.05.02 In recognition of the Concessionaire's need to identify its services and related clients to sustain itself, the County shall not prohibit the Concessionaire from publishing in any of its bids, proposals, and sales materials that it

has been awarded this Agreement by the County of Los Angeles, with the understanding that all such materials are to be prepared in a professional manner, and that the materials are subject to the requirements of Subsection 8.06.01.

8.06 Credit for the County

Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which contains the words "Veterans Memorial County Park", or any derivative thereof, shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Recreation System" with the County seal and the Parks and Recreation Department logo, unless specifically approved otherwise by the Director.

8.07 Non-Interference

Concessionaire shall not interfere with the public use of and the programming within Veterans Memorial County Park.

8.08 Concessionaire's Staff and Employment Practices

8.08.01 Concessionaire shall maintain an adequate and proper staff for its authorized operations. Concessionaire shall designate one member of its staff as an Operations Manager with whom County may deal with on a daily basis. Any person selected by Concessionaire as an Operations Manager shall be skilled in the management of businesses similar to the concession operation and shall be subject to reasonable approval by the Director. The Operations Manager shall devote substantial time and attention to the concession and use granted, and render such services and convenience to the public as are required. The Operations Manager shall be fully acquainted with the concession operation, familiar with the terms and the conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.

8.08.02 The Director may at any time give Concessionaire written notice to the effect that the conduct or action of a designated employee of Concessionaire is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the concession premises and/or the disc golf course. Concessionaire shall transfer or reassign any such employee within a reasonable

period of time following notice thereof from the Director, and such employee shall not be assigned to any other County Department of Parks and Recreation facility.

8.08.03 Concessionaire warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Concessionaire shall retain such documentation for all covered employees for the period prescribed by law. Concessionaire shall indemnify, defend, and hold harmless, the County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Concessionaire or County or both in connection with any alleged violation of federal statutes or regulation pertaining to the eligibility for employment of persons performing services under this Agreement.

8.08.04 Concessionaire shall file with the Director, any necessary certificate for each member of the food and beverage staff showing that within the last two (2) years, such person has been examined and has been found to be free of communicable tuberculosis. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and Professions Code, or a notice from a public health agency or unit of the Tuberculosis Association that indicates freedom from active tuberculosis.

8.09 Disc Golf Course Use Fees

8.09.01 County, through its Director of the Department of Parks and Recreation, hereby reserves the right to establish a fee schedule for all uses of the disc golf course. Within ten (10) days subsequent to the commencement of the Term of this Agreement, the Concessionaire shall submit to the Director a proposed inaugural disc golf course fee schedule for Veterans Memorial County Park. Said fee schedule shall include, but not be limited to: individual daily use fees; entry fees for monthly

tournaments; entry fees for open competitive tournaments. The Director may accept and approve, reject, or require a revision to the Concessionaire's proposed fee schedule, at said officer's sole discretion, based upon the fee schedule being fair and reasonable, and in the best interest of the County. Upon the approval of the inaugural disc golf course fee schedule, the Director shall provide Concessionaire with written notice of same, and instruct the Concessionaire to begin the collection of use fees.

8.09.02 From time to time throughout the Term of this Agreement, Concessionaire may request a modification of the use fee schedule by presenting its proposed modification(s) to the Director. The Director may accept and approve, reject, or require a revision to the Concessionaire's proposed modification(s), at said officer's sole discretion, based upon the fee schedule being fair and reasonable, and in the best interest of the County. Upon the approval of the inaugural disc golf course fee schedule, the Director shall provide Concessionaire with written notice of same.

8.10 Prices

Concessionaire shall at all times maintain a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the concession premises and/or the disc golf course. The Director hereby reserves the right to review and approve said fees and charges. Said prices shall be fair and reasonable based upon the following considerations: that the concession is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Director notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall make such price adjustments as may be ordered by the Director. Concessionaire may appeal the determination of the Director to the County's Board of Supervisors, whose decision thereon shall be final and conclusive. However, Concessionaire shall comply with the

ordered price adjustment pending the appeal and final ruling thereon by the Board of Supervisors.

Consideration of Hiring GAIN/GROW Participants

Should the Concessionaire require additional or replacement personnel after the effective date of this Agreement, the Concessionaire shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Concessionaire's minimum qualifications for the open position. For this purpose, consideration shall mean that the Concessionaire will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Concessionaire.

8.12 Notice Regarding Federal Earned Income Credit

Concessionaire shall notify its employees, and shall require each sublicensee to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income Tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice 1015.

8.13 Quality of Goods, Services and Merchandise

Concessionaire shall provide an inventory of concession goods, services and merchandise required to meet the needs of the public therefor. Service to the public, with of the best quality and at reasonable charges, is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Concessionaire agrees to operate and conduct its concession operation in a first-class manner, and comparable to other first-class facilities providing similar activities, programs and services. Concessionaire, following receipt of written notification therefor, shall immediately withdraw or remove from sale any goods, services, and/or merchandise which may be found objectionable to the Director based on findings that the provision of such items are not in the best interest of the public welfare.

8.14 Quality of Food and Beverages

8.14.01 If so authorized, Concessionaire shall furnish and dispense foods and beverages of the best quality and shall maintain a high standard of service at

least equal to that of similar facilities and programs conducted on County parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. All food and beverages sold or kept for sale by Concessionaire shall be first-class in quality, wholesome and pure, stored and handled with due regard for sanitation, and in all respects shall conform to the Federal, State and County food laws, ordinances and regulations. No adulterated, misbranded or impure products shall be sold or kept for sale by Concessionaire. In the event that the Director determines that any food and beverage products are below first class, the Director shall have the right to order the improvement of the quality of any such items kept or offered for sale.

8.14.02 Concessionaire shall not initially employ as a member of its food and beverage staff any person who cannot produce a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis. Thereafter, those employees whose skin test is negative shall be required to undergo the foregoing examination at least once every four years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty days of the examination to the County's health officer to determine the need for follow-up care. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the State Business and Professions Code or a notice from a public health agency that indicates freedom from active tuberculosis.

8.15 Utilities

8.15.01 County shall provide and pay for any necessary utilities serving the concession premises excluding telephone service. Concessionaire shall pay for telephone service to the Veterans Memorial County Park Disc Golf Area. Concessionaire waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system,

electrical apparatus or wires serving the concession premises. Concessionaire shall make every reasonable effort in its operations to minimize County's costs for utilities.

8.15.02 County at its sole discretion and at any time during the term of this Agreement, may install or cause to be installed a separate metering system for the electric, natural gas, and/or water service to the concession premises. Subsequent to said installation, Concessionaire shall be solely responsible for the payment of electric, natural gas, and/or water service to the concession premises provided there is mutual agreement on the terms and conditions therefor. The Director may adjust the monthly minimum amount and/or percentage of gross receipts as a result of the Concessionaire assuming the cost of said utility service(s). Said modified amount and/or percentage shall be set by mutual consent of the Director and the Concessionaire and shall be reasonable in accordance with the costs directly related thereto. Upon confirmation and approval-as-to-form of County Counsel, the Concessionaire shall execute the appropriate amendment to this Agreement, and the Director shall execute said amendment on behalf of the County.

8.16 Sanitation

No offensive matter, or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on, or within a distance of twenty-five (25) feet of the concession premises, the disc golf course tee pads and target basket pads, and Concessionaire shall prevent any accumulation thereof from occurring. Concessionaire shall provide that all refuse is collected as often as necessary during its operations and shall remove all refuse daily, and shall pay all charges which may be made for the removal thereof. Concessionaire shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, to maintain the concession premises and the area within a distance of twenty-five (25) feet thereof in a sanitary condition.

8.17 Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Concessionaire agrees to use

recycled-content paper to the maximum extent possible during its concession operations.

8.18 Safety

8.18.01 Concessionaire shall immediately correct any unsafe condition of the concession premises, the disc golf course tee pads and target basket pads, as well as any unsafe practices occurring thereon. Concessionaire shall cooperate and comply fully with County, state, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Concessionaire's structures, enclosures, vehicles and/or equipment.

8.18.02 Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, due to illness or injury occurring on the concession premises, and shall cooperate fully with County in the investigation of any accidental injury or death occurring on the concession premises and/or the disc golf course. Concessionaire shall submit a report within twenty-four (24) hours to the Director of any accidental injury or death.

8.19 Days and Hours of Operation

Concessionaire shall have the right to use the concession premises during the normal hours of operation of Veterans Memorial County Park.

8.20 Security Devices

Concessionaire, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the concession premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director.

Trade Fixtures

Concessionaire shall provide and install all appliances, furniture fixtures and equipment that are required for the concession. During the last thirty (30) days preceding the termination of this Agreement, Concessionaire shall remove same from the premises, other than for those items of personality, which have been furnished by County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Concessionaire fail to so remove said appliances, furniture, fixtures, equipment, door locks and padlocks within said thirty (30) day period,

Concessionaire shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse County for any and all costs, as determined by the Director, incurred in excess of any consideration received from the sale, removal or demolition thereof.

8.22 Maintenance

8.22.01 Concessionaire shall be responsible for maintaining the concession premises, i.e. the modular building, in good and substantial repair and condition in compliance with all laws applicable thereto, including the painting thereof. Concessionaire's maintenance shall include repairs to heating and/or air conditioning systems; replacement of broken window glass; repair or replacement of broken or damaged doors; replacement of interior and/or exterior building lighting; repairs to plumbing fixtures; and repairs to, or replacement of all fixtures and equipment upon written request therefor by the Director. Concessionaire shall be responsible for repairing damage caused by malicious mischief, vandalism or burglary to the interior and/or exterior of the concession premises structures, whether said structure be a permanent or a temporary installation. All maintenance shall be commenced within thirty (30) days of the need thereof and diligently prosecuted to completion of same, except where the state of disrepair is such that an emergency or hazard is created thereby in which event there shall be an immediate correction thereof.

In addition to this general requirement, Concessionaire shall be responsible for maintaining the disc golf targets, disc golf tees and tee pads, and disc golf tee signs, including the replacement of component parts.

8.22.02 The County shall be responsible for the care and maintenance of the grounds, parking lot, picnic tables, irrigation systems, and landscaped areas of the disc golf course whether by its own forces, or that of a landscape maintenance contractor. Concessionaire acknowledges and agrees that the County's scope and scheduling of its landscape and grounds maintenance of the disc golf course and its surroundings may present potential conflicts with Concessionaire's authorized activities and events. The parties hereby agree that they shall confer on

such potential conflicts with the intent to resolve same as may be mutually beneficial, and at no cost to either party.

8.22.03 Either party may cure the default of the other party hereto with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is prior mutual agreement between Director and Concessionaire upon the nature and scope of the work to be performed and the costs to be incurred therein. Any demand of County of reimbursement hereunder shall be satisfied by Concessionaire through payment of the sums deposited with County as security for faithful performance, and/or pro rata monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the maintenance performed. Any demand of Concessionaire for reimbursement hereunder shall be satisfied by County through a credit against the monthly rental obligation of Concessionaire, commencing with the month next succeeding the date of completion of the maintenance performed, and for each and every other month of the remaining term of this Agreement, until a total credit has been provided up to the lesser of the actual costs of cure or the rental reserved over said remaining term. County and Concessionaire waive all rights to payment on their respective rights to reimbursement for the actual costs of cure of the default of the other with respect to the maintenance obligations assumed herein, except in the manner and amounts heretofore provided.

8.23 Programmed Events

Concessionaire shall not promote or sponsor private or public events requiring the use of Veterans Memorial County Park. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of Veterans Memorial County Park.

Habitation

The concession premises shall not be used for human habitation.

8.25 Director's Use of the Disc Golf Course

Notwithstanding any provision of this Agreement, the Director reserves the right to schedule the use of the disc golf course for as many two (2) special events per year. Specific dates and the areas to be used shall be arranged in consultation with the Concessionaire

8.26 Advance Payments

Concessionaire shall establish separate records, subject to inspection at all times by County, of all advance payments and reservations made by the public for future tournaments or other events.

8.27 Schedule of Events

Concessionaire shall provide Director with a schedule of Disc Golf activities at a minimum of four (4) times per year. In the event any contemplated event involves activities outside the scope of the services granted by this Agreement, Concessionaire shall request the Director's authorization therefor prior to the scheduling and/or advertising of any such event.

9. FORCE MAJEURE / TIME EXTENSIONS

9.01 If performance by a party of any portion of this Agreement is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions; civil commotions; fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. Concessionaire's obligation to pay Rent, however, is not excused by this section.

10. DESTRUCTION OF THE CONCESSION PREMISES AND/OR VETERANS MEMORIAL COUNTY PARK

10.01 In the event the concession premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Concessionaire shall either restore the premises or terminate this Agreement. If the destruction is from

a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the premises or terminate this Agreement. County shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. Said insurance proceeds, if any, shall be held for the benefit of Concessionaire only in the event of an election by Concessionaire to restore the premises and shall be disbursed in installments as construction progresses for payment of the costs of restoration upon satisfactory performance of the work required, as evidenced by certification of completion by the Director and release of mechanic's liens by all persons furnishing labor and materials thereon. If the proceeds of insurance are insufficient to pay the actual costs of restoration, Concessionaire shall deposit the amount of the deficiency with the County upon demand therefor by the Director, and said sums shall be held for payment of said costs and disbursed in the manner heretofore provided. Any undistributed funds shall be retained by County and credited to the rental reserved over the remaining term of this Agreement. In the event Concessionaire elects to restore the concession premises, plans, specifications, and construction cost estimates for the restoration thereof shall be prepared by Concessionaire and forwarded to Director for approval prior to the performance of any work thereon. Said documents shall be prepared and submitted in a timely manner following adjustments of the loss and receipt of the proceeds of insurance by County. The required construction shall be performed by Concessionaire and/or licensed and bondable contractor(s) thereof who shall be required to carry comprehensive liability and property damage insurance, workers' compensation insurance, and standard fire, and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction, in amounts equal to the insurance limits required herein, or as otherwise determined by the County. Said construction shall be commenced promptly following the approval thereof by the Director, issuance of permits therefor by governmental agencies having jurisdiction thereover, and posting of the construction site by County with notice of non-responsibility, and shall be diligently prosecuted to completion. All work shall be performed in accordance with the approved plans and specifications, unless changes therein are approved in advance thereof by Director. Concessionaire agrees that County may have on the site at any

time during the construction period an inspector who shall have the right of access to the concession premises and the work occurring thereon. Concessionaire, at the commencement of the construction work, shall notify Director in writing of the identity, place of business, and telephone number of responsible person(s) in charge of the construction to be occurring thereon. All construction shall be performed in a good and workmanlike manner. Upon completion of the restoration, Concessionaire shall immediately record a notice of completion with the Registrar-Recorder.

10.02 If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the concession operation provided a claim therefor is filed with the Director within one hundred (100) days of notice of election to restore the premises. Any such claim shall be denied if the destruction of the concession premises is found by the Director to have been caused by the fault or neglect of Concessionaire. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the concession operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

10.03 Concessionaire shall cooperate in the restoration of the concession premises by vacating and removing therefrom all items of inventory, trade fixtures; equipment and furnishings for such periods as are required for the restoration thereof.

10.04 The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of Veterans Memorial County Park or the disc golf course thereat by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof has affected the concession.

10.05 Concessionaire agrees to accept the remedy heretofore provided in the event of a destruction of the concession premises and/or Veterans Memorial Park and hereby waives any and all additional rights and remedies for relief or compensation

that are presently available or may hereafter be made available under the laws and statutes of this State.

**11. CONSTRUCTION BY COUNTY AFFECTING CONCESSION PREMISES
AND/OR VETERAN'S MEMORIAL COUNTY PARK**

11.01 In the event County shall construct or cause to be constructed a new facility for the concession, this Agreement shall continue in full force and effect, except that the payments to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Director may determine the construction interferes with the authorized operations, provided a claim therefor is filed with the Director within one hundred (100) days of commencement of construction.

11.02 In the event the construction affects the concession, Concessionaire agrees to cooperate with County premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. Concessionaire further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

11.03 Following completion of the new facility, Concessionaire shall resume its operations therefrom within thirty (30) days of written notice from the Director that the concession premises are tenantable.

11.04 The aforementioned provisions of this section shall also be applicable in the event of performance of work at Veterans Memorial County Park generally, and/or the Park's Disc Golf Course specifically, that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof, has affected the Concessionaire's operations.

11.05 Concessionaire agrees to accept the remedy heretofore provided in the event of construction upon the concession premises, and/or Veterans Memorial Park and/or the Veterans Memorial County Park Disc Golf Course and hereby waives

any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of the State.

12. SECURITY DEPOSIT

12.01 Prior to the commencement of this Agreement, Concessionaire shall pay to the Director a sum equal to Nine Hundred Dollars (\$900.00). In lieu thereof, Concessionaire may deposit said amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan institution whose deposits are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.), provided that a certificate of deposit is delivered to the Director giving County the exclusive right to withdraw any or all of said amount during the term of this Agreement. Concessionaire shall be entitled to any and all interest accruing from said certificate of deposit.

12.02 Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Concessionaire, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of concession operations; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of concession operations; a breach of obligations assumed by Concessionaire herein with respect to the requirements therefore by County, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

12.03 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages Concessionaire shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.

12.04 Said Deposit shall be returned to Concessionaire upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

13. INDEPENDENT CONTRACTOR

13.01 This Agreement is by and between the County of Los Angeles and Concessionaire and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Concessionaire. Concessionaire understands and agrees that all persons furnishing services on behalf of Concessionaire pursuant to this Agreement are, for purposes of Workers' Compensation Liability, employees solely of Concessionaire and not of County. Concessionaire shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Concessionaire pursuant to this Agreement.

14. INDEMNIFICATION

14.01 Concessionaire shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Concessionaire's acts and/or omissions arising from and/or relating to this Agreement. Concessionaire's duty to indemnify the County shall survive the expiration or other termination of this Agreement.

15. INSURANCE

15.01 General Requirements

Without limiting Concessionaire's indemnification of County, Concessionaire shall provide and maintain at its own expense, and shall require all of its subcontractors to maintain, throughout the term of this Agreement, the hereinafter listed programs of insurance covering its operations. Such insurance is to be provided by an insurance

company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

15.01.01 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Director, Attention: Contracts Services Division at 433 South Vermont Avenue, Los Angeles California 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- a. Specifically identify this Agreement.
- b. Clearly evidence all coverages required in this Agreement.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Concessionaire to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Concessionaire to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

15.01.02 Notification of Incidents, Claims or Suits

Concessionaire shall report to County:

- a. any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Concessionaire and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

b. any third party claim or lawsuit filed against Concessionaire arising from or related to services performed by Concessionaire under this Agreement.

c. any injury to an employee of Concessionaire that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

d. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Concessionaire under the terms of this Agreement.

15.01.03 Insurance Coverage Requirements for Subcontractors

Concessionaire shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

a. Concessionaire providing evidence of insurance covering the activities of subcontractors; or

b. Concessionaire providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15.02 Programs of Insurance Coverage

Concessionaire shall provide and maintain, throughout the term of this Agreement, the following programs and amounts of insurance:

a. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$4,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$2,000,000

b. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for all "owned", "non-owned" and "hired" vehicles, or coverage for "any auto".

c. Workers Compensation and Employer's Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of

California, or any other state, and for which the Concessionaire is responsible. If Concessionaire's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Concessionaire is responsible. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the Concessionaire and for all risk to such persons under this Agreement with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee	\$1,000,000

d. **Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

- i. Personal Property: Automobiles and Mobile Equipment - Special form ("all risk") coverage for actual cash value of County-owned or leased property; and
- ii. Real Property and All Other Personal Property - Special form ("all risk") coverage for the full replacement value of County-owned or leased property.

15.03 Failure to Procure Insurance

Failure by Concessionaire to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Concessionaire resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Concessionaire, County may deduct from sums due to Concessionaire any premium costs advanced by County for such insurance.

15.03.01 Notwithstanding the above and in the event that Concessionaire fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Concessionaire shall pay full compensation for all costs incurred by County.

16. TAXES AND ASSESSMENTS

16.01 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Concessionaire shall pay before delinquency all lawful taxes, including but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the concession premises and any improvements located thereon.

16.02 Concessionaire shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

17. TRANSFERS

17.01 Concessionaire shall not, without written consent of the Director, transfer, assign, hypothecate, or mortgage this Agreement. Any attempted assignment, hypothecation, mortgage, without the Director's consent shall be null and void. Further, any such attempted action by Concessionaire shall be deemed to be a material breach of this Agreement.

17.02 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Concessionaire shall be binding upon any transferee thereof.

17.03 The concession shall not be transferable by testamentary disposition or the State laws of intestate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of Concessionaire occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Concessionaire, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Concessionaire, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

17.04 Shareholders and/or partners of Concessionaire may, transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However,

in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Concessionaire to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, the Director's approval thereof shall be required. Consent to any such transfer shall be refused, if the Director finds that the transferee is lacking in experience and/or financial ability to conduct the concession.

17.05 The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

17.06 In the event Concessionaire shall request the prior written consent of Director to give, assign, transfer or grant control of this Agreement, and Director gives written consent to the assignment, a transfer fee equal to one percent (1%) of the gross sales price shall be paid to County. Said sum shall be payable to County in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first, deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be the following:

17.06.01 A transfer of an undivided interest the concession between or among co-workers or affiliated entities which results in a change in method of holding title but does not result in a change to the proportional interests held by the co-owners or affiliated entities prior to the transfer;

17.06.02 An assignment which serves as security for the repayment of a loan from any lender but which does not entitle the assignee to an immediate right to use, occupy, possess or receive the rents or profits from the concession for so long as the assignor makes the required periodic payments and complies with other provisions of the loan;

17.06.03 A transfer of title of the concession to a lender purchaser at the foreclosure sale under a deed of trust on the property or by assignment to the lender or its nominee in lieu of foreclosure;

17.06.04 Such other assignment for which the Director determines that the ownership interests in the concession have remained unchanged, such as a change in the legal or fictitious name of the Concessionaire without any other change in the equity, in beneficial use of, or legal title to the concession as an asset, or the income produced thereby. The Director's decision in such cases may be appealed to the Board of Supervisors within ten (10) days after receipt of written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of Concessionaire in the event the Executive Director's decision is reversed.

18. SUBLICENSES

18.01 Concessionaire shall not, without the prior written consent of the Director, sublicense any portion of the concession premises, or sublicense any of the operation or activities authorized or required by this Agreement. Any attempted sublicense without the Director's consent shall be null and void. Further, any such attempted action by Concessionaire shall be deemed to be a material breach of this Agreement

18.02 In the event the County determines that the Concessionaire has violated the sublicense provision contained herein, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Agreement, or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the sublicense provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is One Thousand Dollars (\$1,000.00) and that the Concessionaire shall be liable to County for liquidated damages in said amount.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

19.01 Concessionaire hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, and the Americans with Disabilities Act of 1990, to the end that no persons shall, on the grounds of race, creed, color, religion, ancestry, national origin, physical or mental disability, political affiliation, marital status, sex, or age, be subject to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

19.02 Concessionaire certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, religion, ancestry, national origin, physical or mental disability, political affiliation, marital status, sex, or age, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

19.03 Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, creed, color, religion, ancestry, national origin, physical or mental disability, political affiliation, marital status, sex, or age, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19.04 Concessionaire certifies and agrees that it shall select and conduct its business with subcontractors, bidders and vendors without regard to, or because of race, creed, color, religion, ancestry, national origin, physical or mental disability, political affiliation, marital status, sex, or age.

19.05 All employment records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement for the purpose of verifying

the practice of non-discrimination and affirmative action by Concessionaire in the areas heretofore described

19.06 If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. County reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment and Housing County or the Federal Equal Employment Opportunity Commission that the Concessionaire has violated State or Federal non-discrimination laws or regulations shall constitute a finding by County that Concessionaire has violated the non-discrimination provisions of this Agreement.

19.07 The parties agree that in the event Concessionaire violates the non-discrimination provisions contained herein, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500.00) as liquidated damages pursuant to California Civil Code 1671 in lieu of canceling, terminating or suspending this Agreement. Concessionaire further agrees that Five Hundred Dollars (\$500.00) is a reasonable sum under all of the circumstances existing at the time of the execution of this Agreement.

EASEMENTS

20.01 County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the concession premises and/or the disc golf course for utilities and/or public access provided that County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Concessionaire of the use of a portion of the concession premises, an abatement of payments shall be provided in an amount proportional to the total area of the concession premises and/or the disc golf course in the before and after conditions.

TERMINATION FOR DEFAULT

21.01 Upon the occurrence of an event of default and subject to Concessionaire's capability to cure such default as specified in Section 22. (Events of

Default), the County may terminate the whole or any part of this Agreement by giving Concessionaire written notice of termination. As a condition precedent thereto, the Director shall give Concessionaire ten (10) days notice by registered or certified mail of the date set for termination thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.

21.02 Upon termination of this Agreement, the obligations of County and the Concessionaire to provide services under this Agreement shall cease on that date, except for those matters that have accrued prior to termination or that specifically survive termination as provided herein.

21.03 Action by County to effectuate a termination of this Agreement and forfeiture of possession shall be without prejudice of the exercise of any other rights provided herein by law to remedy a breach of this Agreement.

24.04 The remedies reserved to County herein shall be cumulative and additional to any other remedies provided in law or equity, except as specifically limited herein

21.05 Upon termination, County shall have the right to take possession of the concession premises, including all improvements, equipment, and inventory located thereon, and use for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

21.06 Any trustee, beneficiary, mortgagee or lender (hereinafter: Lender) under a hypothecation or mortgage previously approved by the Director shall have the right at any time during the term of this Agreement to undertake any and all action that may be required to order to prevent a termination of this Agreement and a forfeiture of the concession. Accordingly, the Director shall send a copy of the intended termination of this Agreement to any such Lender whose security would be affected thereby, provided that such Lender shall have previously registered with the Director by written notice specifying the name and address of said Lender; and upon request thereof for postponement, extend the date set therefor by such time as the Director finds reasonable in order to allow said parties to correct the grounds therefor or to provide a new Concessionaire under a power of sale or foreclosure contained in the

hypothecation or mortgage, who upon transfer thereto shall become responsible for the correction thereof within such time as may be allowed by the Director.

22. EVENTS OF DEFAULT

The abandonment, vacation, or discontinuance of operations on the concession premises for more than seventy-two (72) consecutive hours.

22.02 The failure of Concessionaire to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

22.03 The failure of Concessionaire to provide for the Required Improvements as specified by this Agreement.

22.04 The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition therein specified.

22.05 The failure to maintain the concession premises, and the specified portions of the disc golf course and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.

22.06 The failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent determined by the Director.

22.07 The filing of a voluntary petition in bankruptcy by Concessionaire; the adjudication of Concessionaire as a bankrupt; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of

Concessionaire under any Federal Reorganization Act, including petitions or answers under Chapter XI of the Bankruptcy Act; the occurrence of any act which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the concession; the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

22.08 Determination by the County, the California Fair Employment and Housing Department, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of State and/or Federal laws thereon.

22.09 Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Director.

22.10 Failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

23. TERMINATION FOR INSOLVENCY

23.01 The Director may immediately terminate this Agreement for default in the event of the occurrence of any of the following: a) the Director determines that the Concessionaire is insolvent. Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of Federal Bankruptcy Law or not; or b) the appointment of a Receiver or Trustee for Concessionaire; or c) the execution by Concessionaire of an assignment for the benefit of creditors.

23.02 The rights and remedies of County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23.03 Any discretion vested in the Director pursuant to the provisions of Section 23.01 shall be reasonably exercised.

24. TERMINATION FOR NON-COMPLIANCE WITH THE COUNTY LOBBYIST ORDINANCE

24.01 Concessionaire and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Concessionaire shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of the Concessionaire or any County Lobbyist or County Lobbying firm retained by Concessionaire to fully comply with the County Lobbyist ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

25. TERMINATION FOR IMPROPER CONSIDERATION

25.01 County may, by written notice to Concessionaire, immediately terminate the right of Concessionaire to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Concessionaire, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Concessionaire's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Concessionaire as it could pursue in the event of default by the Concessionaire.

25.02 Concessionaire shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861 or to such other number as may be provided to Concessionaire in writing by County.

25.03 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

26. TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

26.01 Notwithstanding any other provision of this Agreement, in the event the County transfers title of the Veterans Memorial County Park and the concession premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or, provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Concessionaire with notice of termination or assignment of this Agreement pursuant to this provision.

26.02 Notwithstanding any other provision of this Agreement, in the event County closes Veterans Memorial County Park, this Agreement shall be terminated upon the effective date of such closure. Concessionaire shall immediately cease its operations as of the effective date of Park closure, and within fifteen (15) days thereafter remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Concessionaire of such Park closure

27. CONCESSIONAIRE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

27.01 Concessionaire acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

27.02 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Concessionaire's duty under this Agreement to comply with all applicable provisions of law, Concessionaire warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and

Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE
WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

28.01 Failure of Concessionaire to maintain compliance with the requirements set for in Section 27. "Concessionaire's Warranty Of Adherence To County's Child Support Compliance Program" shall constitute a default by Concessionaire under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Section 21. "Cancellation".

**CONCESSIONAIRE'S ACKNOWLEDGMENT OF COUNTY'S
COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

29.01 Concessionaire acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Concessionaire understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Concessionaire's place of business. County's Child Support Services Department will supply Concessionaire with the poster to be used.

30. SAFELY SURRENDERED BABY LAW

30.01 Concessionaire shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit C of this Agreement.

31. CONFLICT OF INTEREST

31.01 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Concessionaire or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Concessionaire who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

31.02 The Concessionaire shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Concessionaire warrants that it is not now aware of any facts that create a conflict of interest. In the event the Concessionaire hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

32. CONCESSIONAIRE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES

32.01 In the event the Director determines that there are deficiencies in Concessionaire's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Concessionaire to correct said deficiencies within specified time frames.

32.02 In the event that Concessionaire fails to correct the deficiencies within the prescribed time frames the Director may, at said officer's option; (a) use the Security Deposit as provided for herein, (b) exercise the County's rights under the Section hereinafter entitled Right of Entry and/or (c) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the obligations for concession operations herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such

damage is \$250 per day for each day of the period of time that the deficiencies exist, and that Concessionaire shall be liable to County for liquidated damages in said amount.

33. PUBLIC RECORDS ACT

33.01 Any documents submitted by Concessionaire; all information obtained in connection with the County's right to audit and inspect Concessionaire's documents, books, and accounting records pursuant to Section 5. (Accounting Records) of this Agreement; as well as those documents which were required to be submitted in response to the Request For Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction

33.02 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Concessionaire agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

34. WAIVER

34.01 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements contained in this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner

changing the terms of this Agreement or estopping County from enforcing the full provisions thereof.

34.02 No delay, failure, or omission of County to re-enter the concession premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

34.03 No notice to Concessionaire shall be required to restore or revive "time of the essence" after the waiver by County of any default.

34.04 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

35. RIGHT OF ENTRY

35.01 Any officers and/or authorized employees of the County may enter upon the concession premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the concession premises.

35.02 In the event of an abandonment, vacation or discontinuance of concession operations for a period in excess of seventy-two (72) hours, Concessionaire hereby irrevocably appoints County as an agent for continuing operation of the concession granted herein, and in connection therewith authorizes the officers and employees thereof to (a) take possession of the concession premises, including all improvements, equipment and inventory thereon; (b) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Concessionaire; (c) sublease or sublicense the premises; and (d) after payment of all expenses of such subleasing or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by the officers and employees of

County upon the concession premises for the purpose of exercising the authority conferred hereon as agent of Concessionaire shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

36. SURRENDER

36.01 Upon expiration of the term hereof, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the concession premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted subject to the right of County to demand removal thereof to the extent that Section 2.06 hereinbefore may be applicable thereto.

36.02 Upon expiration of the term Concessionaire shall execute and deliver to County within thirty (30) days after service of written demand, a good and sufficient quitclaim deed of the Concessionaire's interest in this Agreement and the concession premises. Should Concessionaire fail or refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure of the Concessionaire to execute and deliver the quitclaim deed, shall after ten (10) days from the date of recordation of the notice, be conclusive evidence against Concessionaire and all persons claiming under Concessionaire of the termination of the contract.

37. ARBITRATION

37.01 Any controversy arising under subsection 4.04 of Section 4. herein (Consideration); and paragraph 8.09.02 (Prices), of Section 8. herein (Operating Responsibilities) shall be submitted to arbitration by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association, as the rules now exist or may be subsequently amended, except as hereinafter modified; the locale for the arbitration shall be the City of Los Angeles; the sole issue(s) for determination shall be the specific issue(s) submitted; and the expenses subject to assessment by the arbitrator shall be borne equally by the parties.

37.01.01 The sole issue for determination of a controversy submitted under Paragraph 4.04 shall be the fair rental value for the Veterans Memorial

County Park Disc Golf Concession based upon a consideration of the factors specified in said paragraph.

37.01.02 The sole issue for determination of a controversy submitted under Paragraph 8.09.02 shall be the price(s) charged for the good(s) or service(s) in dispute based upon a consideration of the factors specified in said paragraph.

37.02 County and Concessionaire acknowledge and agree that Paragraph 37.01 constitutes an enforceable agreement to submit the controversy to arbitration under the enforcement provisions of the California Arbitration Act, as the law now exists or may be subsequently amended

38. DEFINITIONS

38.01 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provisions thereof.

38.02 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

"Anniversary Date": the date of the commencement of the Term of this Agreement, and not the date of approval thereof by the County's Board of Supervisors.

"Auditor-Controller": the Auditor-Controller of the County of Los Angeles or an authorized representative thereof.

"Building Official": the Director of the County's Department of Public Works or an authorized representative thereof.

"County": the County of Los Angeles.

"Concession": the privilege of engaging in the commercial activities authorized herein on the public property designated therefor.

"Director": the Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.

"Gross Receipts"

a. Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Agreement, is defined to be all

money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees and commissions made or earned by Concessionaire and/or all the assignees, sublicensees or permittees thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted, or performed in whole or in part, on the concession premises, including but not limited to rentals, the rendering or supplying of services, the sale of goods, wares or merchandise.

b. Except as specifically provided below or by policy statement issued by the Director, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. Bona fide bad debts, cash refunds of fees, or other charges actually incurred by Concessionaire or its assignees, licensees, and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

c. Except as specifically provided below or by policy statement, issued by the Director, gross receipts reported by Concessionaire and its assignees, licensees, and permittees, must include the full usual charges for any services, goods, rentals or facilities provided by Concessionaire or its assignees, licensees, or permittees. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Concessionaire such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Concessionaire to a governmental agency accompanied by a tax return statement.

d. The Director, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this Agreement.

"Gross Sales Price": the total consideration resulting from the transfer of Concessionaire's interest in the concession, or any portion thereof, determined by

the total cash payments and the market value of all non-cash consideration, including, but not limited, stocks, bonds, deferred payments, secured and unsecured notes, and forbearance's regarding claims and judgments.

"Performance and Payment Bonds":

a. Performance Bond: a bond in an amount of not less than one hundred percent (100%) of the cost for the construction to be performed as evidenced by construction contracts for all required work, payable to the County of Los Angeles and executed by a corporate surety licensed to conduct business as a surety in the State of California and acceptable to the Director. The condition of the bond shall be such that if Concessionaire shall complete the construction specified herein in accordance with approved plans and specifications and receive a permanent certificate of occupancy for the building, then surety shall no longer be bound thereon. Concessionaire shall maintain said bond in full force and effect until the Director has accepted said works of improvement.

b. Payment Bond: a bond in an amount of not less than one hundred percent (100%) of the costs for the construction to be performed as evidenced by construction contracts for all required work, payable to the County of Los Angeles and executed by a corporate surety licensed to conduct business as a surety in the State of California and acceptable to the Director. The payment bond shall also inure to the benefit of all claimants, as said term is presently defined by Section 3085 of the California Civil Code, or may hereafter be amended, so as to give such claimants a right of action to recover thereon in any suit brought to foreclose the liens provided for in Title 15 of Part 4, of Division 3 of the California Civil Code or in a separate suit brought upon the bond. The condition of the bond shall be such that if Concessionaire shall well and truly pay, or cause to be paid, all claims for labor, materials, appliances, teams, or power, or either or all, performed, furnished, or contributed in connection with said works of improvement, then surety shall no longer be bound thereon. Said bond shall be maintained in full force and effect until all claims for labor, materials, appliances, teams, or power have been paid, as evidenced by release of mechanic's liens by all claimants.

c. The Director may accept, in lieu of the bonds heretofore described, the performance and payment bonds of corporations duly authorized to issue surety bonds by the State of California, naming as principal a licensed contractor employed by Concessionaire to construct works of improvement on the Concession premises, provided each bond is in an amount equal to the percentage hereinabove provided; names County as an additional obligee; contains terms and conditions substantially similar to the requirements heretofore specified; and is satisfactory to the Director as to sufficiency and liability of sureties named thereon.

d. The Director may also accept in lieu of the bonds heretofore described, the deposit and assignment to County of investment certificates and shares of a savings and loan institution, provided the deposits are in an amount equal to the face value of the bonds and comply with the requirements, conditions and procedures prescribed for the assignment of such accounts by Chapter 4.36 of the Los Angeles County Code.

e. Concessionaire shall have the option to deposit with the County cash or United States Government securities in all respects satisfactory to the Director in lieu of the surety obligations herein required. Said cash or securities shall be deemed deposited with County to secure full and satisfactory performance of the principal obligations heretofore described for which surety is required, and shall be released upon satisfactory performance thereof, as evidenced by certification of completion by the Director and release of mechanic's liens by all claimants. In lieu thereof, Concessionaire may deposit the required amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan institution whose deposits are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.), provided the account is made payable to County on demand and the certificate of deposit is delivered to the Director. Concessionaire shall be entitled to all of the interest on the deposit and to the return of the certificate of deposit upon satisfactory performance as heretofore defined.

"State": the State of California.

39. AGREEMENT ENFORCEMENT

39.01 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

39.02 Any officers and/or authorized employees of County may enter upon the Concession Premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Concession Premises.

39.03 In the event County commences legal proceedings for the enforcement of this Agreement, or the recovery of the Concession Premises, Concessionaire does hereby agree to pay any sum that may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

40. CHANGES AND AMENDMENTS TO THE AGREEMENT

40.01 This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of County, until approved by County's Board of Supervisors and executed by the Chairman thereof.

41. CONCESSIONAIRE RESPONSIBILITY AND DEBARMENT

41.01 A responsible Concessionaire is a Concessionaire who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible concessionaires.

41.02 The Concessionaire is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Concessionaire on this or other contracts which indicates that the Concessionaire is not responsible, the County may, in addition to other remedies provided in the contract, debar the Concessionaire from bidding on County contracts for

a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Concessionaire may have with the County.

41.03 The County may debar a concessionaire if the Board of Supervisors finds, in its discretion, that the Concessionaire has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Concessionaire's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

41.04 If there is evidence that the Concessionaire may be subject to debarment, the Department will notify the Concessionaire in writing of the evidence that is the basis for the proposed debarment and will advise the Concessionaire of the scheduled date for a debarment hearing before the Contractor Hearing Board.

41.05 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Concessionaire and/or the Concessionaire's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Concessionaire should be debarred, and, if so, the appropriate length of time of the debarment. If the Concessionaire fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Concessionaire may be deemed to have waived all rights of appeal.

41.06 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

41.07 These terms and conditions shall also apply to subcontractors, sublicensees, and consultants of Concessionaire.

42. COUNTY'S QUALITY ASSURANCE PLAN

42.01 The County or its agent will evaluate Concessionaire's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Concessionaire's compliance with all contract terms and performance standards. Concessionaire deficiencies that County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Concessionaire. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified hereinabove.

43. NOTICES

43.01 Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (a) delivered by personal service; or (b) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Concessionaire shall be 13668 Algranti Avenue Sylmar, California 91342, or such other place as may hereafter be designated in writing to the Director by Concessionaire. The address to be used for any notice served by mail upon the County shall be 433 South Vermont Avenue Los Angeles, California 90020, or such other place as may hereafter be designated in writing to Concessionaire by the Director. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

44. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

45. GOVERNING LAW, JURISDICTION, AND VENUE

45.01 This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California. The Concessionaire agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively within the County of Los Angeles.

AUTHORIZATION WARRANTY

46.01 Concessionaire represents and warrants that the signatory to this Agreement is fully authorized to obligate Concessionaire hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

ENTIRE AGREEMENT

47.01 This document, and the exhibit(s) attached hereto, constitutes the entire Agreement between the County and Concessionaire for the Disc Golf concession at Veterans Memorial Park. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the concession and the premises to be used in the conduct thereof.

/

/


/

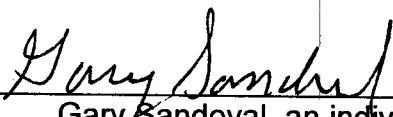
/

IN WITNESS WHEREOF, the Concessionaire has executed this Concession Agreement, and the County of Los Angeles, by order of its Board of Supervisors has caused this Concession Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board thereof on the day, and year first hereinabove written

CONCESSIONAIRE

Gilbert Rico, an individual and,
Gary Sandoval, an individual;
dba R & S Disc Golf Management

By 
Gilbert Rico, an individual

By 
Gary Sandoval, an individual

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR
County Counsel

By 
Deputy

SD: vetsparkdiscgolfagreement
11/30/04

STATE OF CALIFORNIA

s.s.

COUNTY OF LOS ANGELES

On this 30TH day of NOVEMBER, 2004, before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared GILBERT RICO personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument.

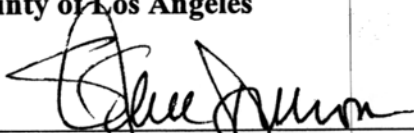
AND

On this 30TH day of NOVEMBER, 2004, before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared GARY SANDOVAL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument.

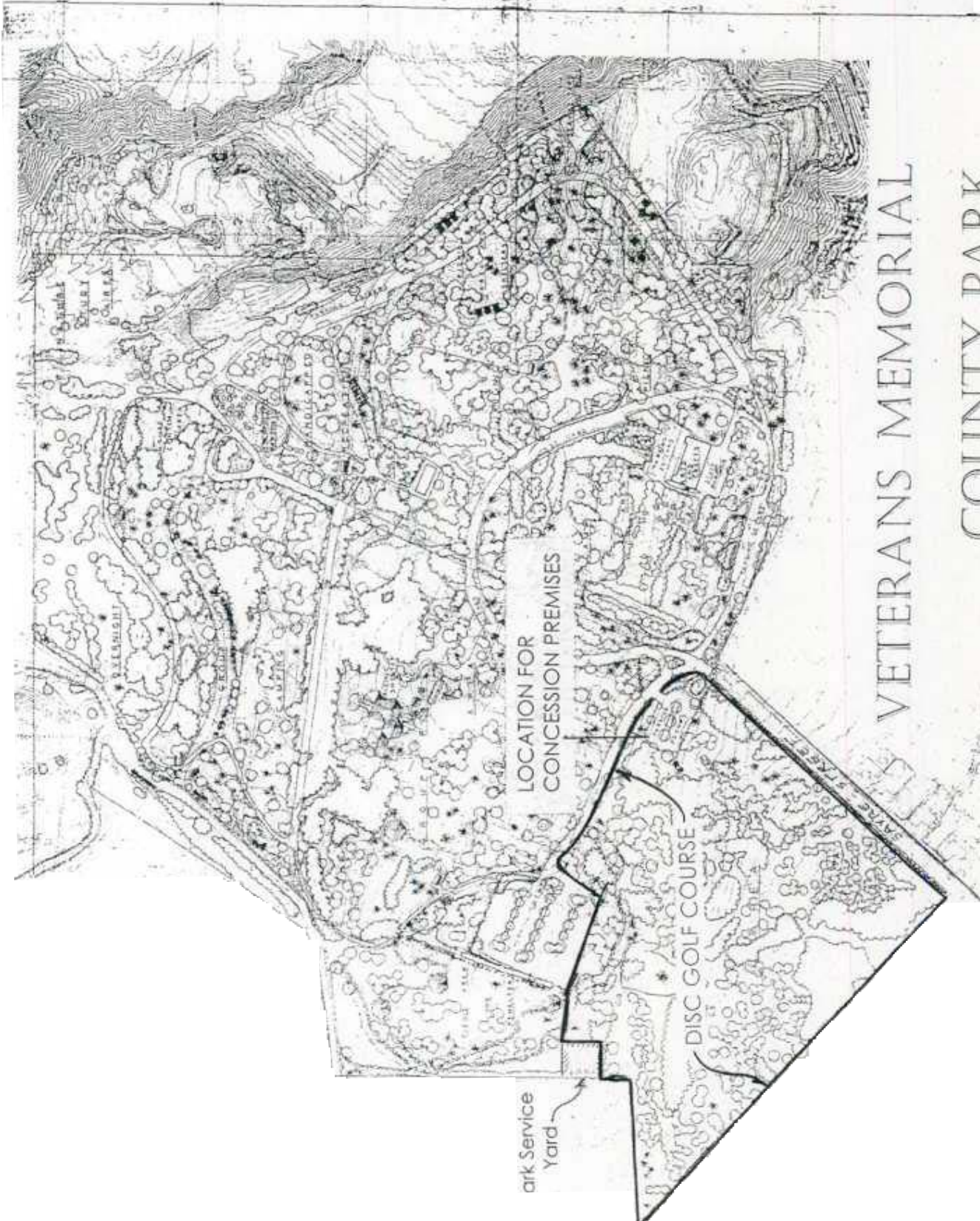
WITNESS my hand and official seal.

Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By

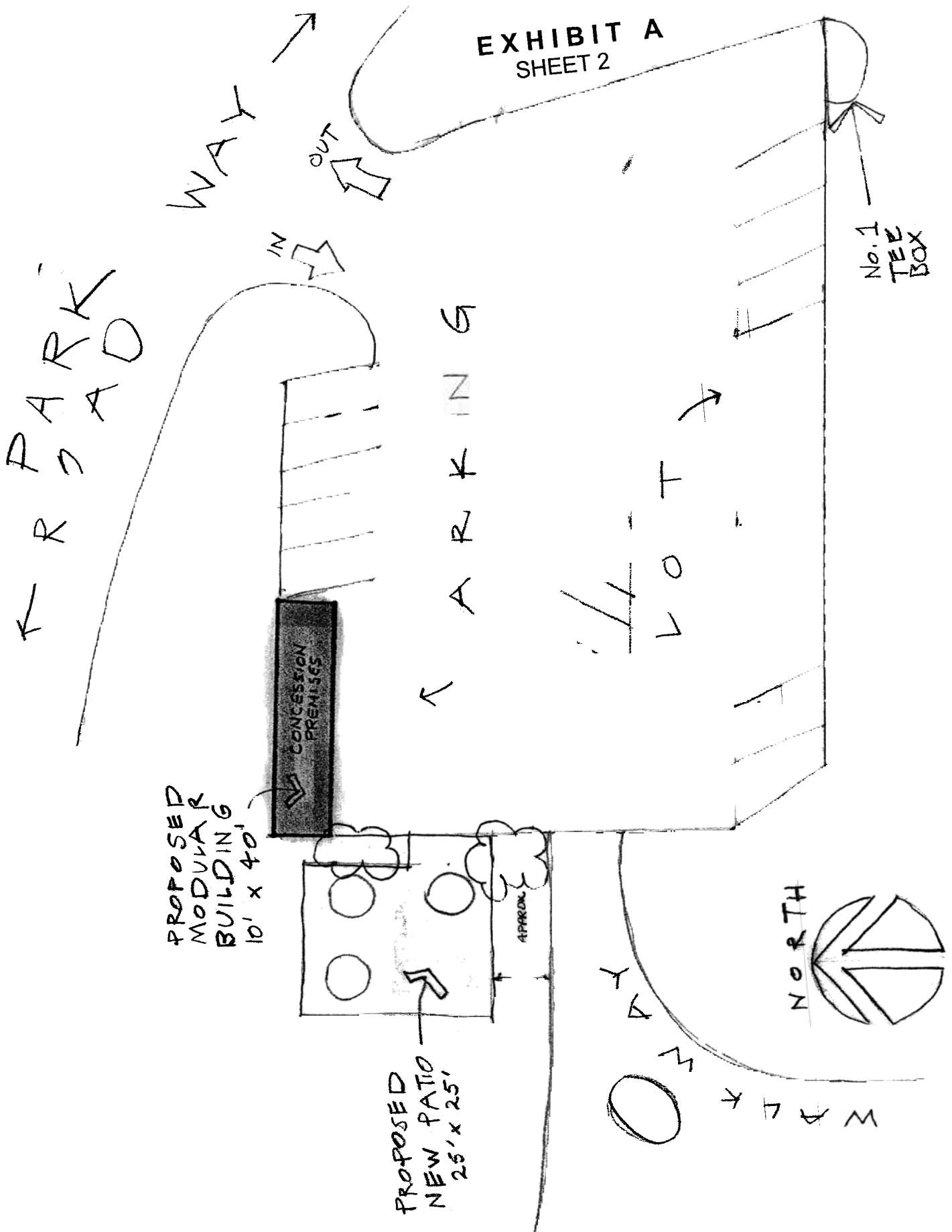


Deputy County Clerk



VETERANS MEMORIAL
COUNTY PARK

EXHIBIT A
SHEET 2



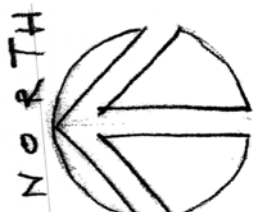
PARK ROAD

PROPOSED
MODULAR
BUILDING
10' x 40'

PROPOSED
NEW PATIO
25' x 25'

CONCESSION
PREMISES

PARK



No. 1
TEE
BOX

WALK

VOLT

WAY IN

WAY OUT

EXHIBIT B

REQUIRED IMPROVEMENTS

A. DISC GOLF COURSE

The Concessionaire shall refurbish the existing disc golf course with no less than the following elements:

1. Redesign and implement an expansion of the disc golf course into a small landscaped area north and west of the existing course, and just south of the Park road.
2. All new basket equipment for eighteen (18) targets, including target poles, and pole sleeves. Concrete footings will be leveled and re-graded.
3. All new tee signs for eighteen (18) holes. Each tee sign will be approximately 150 square inches, and shall contain, at minimum: the hole number; a depiction of the hole layout; and length and par rating of the hole.
4. The concrete pads at all eighteen (18) tees will be repaired, soil re-compacted, and the pad re-leveled at existing grade, or replaced entirely depending on its condition.
5. Install a new concrete pad, with at least three (3) benches and/or picnic tables in an area adjacent to the parking lot, and the concession pro shop.

B. CONCESSION PRO SHOP - MODULAR BUILDING STRUCTURE

The existing parking lot for the Disc Golf Course is situated at the northeastern edge of the disc golf course, with tee number 1 located in the southeast corner of the parking lot. The parking lot has spaces for forty-eight (48) vehicles, and the placement of the pro shop is expected to utilize four (4) of the spaces.

Concessionaire shall install its concession structure, a modular building approximately 10 by 40 feet in size, within the northwest section of the parking lot. Concessionaire shall be responsible for locating utility points of connection, and providing for utility services to its trailer.

C. REPLACEMENT OF PARK PICNIC TABLES AND PADS

In order to accommodate the expansion of the disc golf course into an existing landscaped area, Concessionaire shall replace four (4) picnic tables on concrete slabs that are located south of the Park entry road. These tables, of like capacities and construction, will be placed at locations designated by the Director in the northwest section of the Park.

D. APPROVALS AND CODE COMPLIANCE

All improvements, components, and specific locations thereof are subject to the Director's approval, and must comply with applicable County building codes.

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.
